



HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

HIGHWAY 431 TURN LANE IMPROVEMENTS

Project No. 65-14-TI02

September 22, 2014

Addendum #1

Contractors are authorized to download quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

CLARIFICATIONS:

1-Duration of project is revised from Forty-Five (45) calendar days to Sixty (60) calendar days.

2-Item #44 – Truck mounted not required.

3-Item #14 – Pre-Cast unit will be allowed. (Concrete collar, toe-wall, wing-wall, etc. still required).

The Star of Alabama

CLARIFICATIONS: (continued)

4-Shop Drawing Requirements – see “46. Shop Drawings” information included in attached copy of Pre-Bid meeting minutes.

5-Cross-over Clarification – (Note 18 on Sheet 3) – Approximately 650 feet north of the new Highway 431/Meadows Boulevard, on Highway 431, there is an existing cross-over to be removed with this project. (Saw cut asphalt, remove build-up, establish grade, seed and straw, etc.)

6-Contractor is responsible for ADEM permit.

7-As-builts are not required for this project.

8-Item #8 – is correct as listed in Attachment “A” - Bituminous Treatment A.

All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents. All addenda must be acknowledged either on the outside of the bid envelope or on the second page of your bid proposal known as Attachment “B”.

Attachment: Pre-Bid Minutes

END OF ADDENDUM #1

PRE-BID MEETING

PROJECT NAME: Highway 431 Turn Lane Improvements

PROJECT #: 65-14-TI02

DATE: September 17, 2014 at 10:00 a.m.

PROJECT ENGINEER: Chris McNeese

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.

Chris McNeese is the Project Engineer.

Mary Hollingsworth and Penny Kelly will be addressing the details of the contract.

Dan Sanders and Dennis Thompson are present from the City of Huntsville Traffic Department.

Geo Solutions will be doing the construction testing on site.

2. Project Engineer gave a brief description of work:

Installation of turn lane from U. S. Highway 431 to the connector road at The Meadows Subdivision.

3. Progress Schedule of Operations was discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).**

Chris said there are forty-five (45) days allowed for the project. He asked if the Contractors had any concerns with this number of days. Jerry Wall said by the time the contract is awarded in the middle of October, we'd be in the rainy weather and that would be an issue. Chris said we can add an extra fifteen (15) days to make the duration two (2) months.

With this being a sixty (60) day project, a critical path will not be submitted prior to the first processing of the invoice.

4. Discussed all Permits.

5. Utility Project Notification – Utility company representatives gave a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance. Contractor is responsible for locating all utilities.

No utility company representatives were present at the meeting.

6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract.

There shouldn't be any shop drawings needed to be submitted.

7. Any Right-of-Way issues were discussed. Detail whether all property has been acquired to complete project and if not, when expected.

There should be no Right-of-Way issues. We have the State permit for this installation.

8. Any other projects that may conflict should have their project engineer, contractor and representatives in attendance to discuss.

There is a project going on right now that Reed is doing. Contractor will be tying into the connector road that Reed is building on the Right-of-Way.

Other than that, there should be no other work in the area. There is a pump station that is going to start construction, but it is way off.

9. Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five per cent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a disk. The hard copy will be printed from the disk. The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to Odessa Sales in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

11. Project Engineer discussed plans, specs and special provisions.

a. A review of the plans was made with emphasis placed on unusual construction features and special drawings.

b. Each pay item of the contract was read out and any questions concerning the method of measurement or payment discussed.

Chris asked if there were any issues with the quantities. Tim Mayhall said not as much with quantities as with some descriptions on the plans versus the quantities. Chris said there is one major discrepancy that we noted and that was the jack and bore encasement pipe. He asked if that was what Tim was asking about. Tim said the prime coat verses the G treatment and also the truck mounted arrow board versus a regular arrow board. The quantities on the plans show a truck mounted and the quantities have a regular arrow board.

1	Clearing and Grubbing (Maximum Allowable Bid \$4000 Per Acre) (Approximately 1 Acre)	1	LS
2	Removal of Old Box Culvert, Partial, Station 5+96	1	LS
3	Unclassified Excavation	2,750	CY
4	Borrow Excavation	2,873	CY
5	Structure Excavation	10	CY
6	Foundation Backfill, Commercial	10	CY
7	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	2,880	SY
8	Bituminous Treatment A-Chris said we corrected this from a G to an A. He asked if that was what Tim was taking about. Tim said in the plans it says G. Chris said it will not be G it will be Bituminous Treatment A for	2,663	SY

	that particular treatment.		
9	Tack Coat	850	GAL
10	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	185	TON
11	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	345	TON
12	Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	700	TON
13	Steel Reinforcement	1,396	LBS
14	Culvert Concrete Extension (Cast in Place)-question was asked if it would violate the permit if pre-cast was used instead of cast in place. Chris said he would have to check and see if there would be a need for collaring to tie into the existing; if ALDOT has any issues with that pre-fab. Chris will call ALDOT and this will be addressed in the Addendum.	10	LF
15	18" Roadway Pipe, Jacked Installation (Smooth Steel)-the plans called for concrete and that will be smooth steel, it will not be concrete if we are jacking that crossing across Highway 431. Tim Mayhall asked if the City would allow 20" pipe. Chris said he doesn't see that being a problem if we allow for a larger pipe; obviously would have to make sure it wasn't so large as to create a hydraulic problem with not having scouring velocities to get any kind of silts and binds in the pipe. He said 20" should not be a problem.	86	LF
16	Mobilization	1	LS
17	Loose Riprap, Class 2, 18" Thick	20	SY
18	Filter Blanket, Geotextile	20	SY
19	18" Roadway Pipe End Treatment, Class 1	1	EA
20	Minor Structure Concrete	10	CY
21	Inlets, Type Y	1	EA
22	Topsoil	456	CY
23	Combination Curb & Gutter, Type C	49	LF
24	Guardrail End Anchor Type 10	1	EA
25	Guardrail End Anchor Type 20 Series	1	EA

26	Steel Beam Guardrail Class A, Type 2	300	LF
27	Seeding	1	AC
28	Mulching	1	AC
29	Silt Fence	775	LF
30	Silt Fence Removal	775	LF
31	Wattle	150	LF
32	Geometric Controls	1	LS
33	Dotted, Class 2, Type A Traffic Stripe (5" Wide)	3,127	LF
34	Solid White, Class 2, Type A Traffic Stripe (5" Wide)	50	LF
35	Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide)	590	LF
<p>Jerry Wall asked about a note on the plans that stated that any conflicting striping that is not covered up by asphalt must be ground. He said he didn't notice anything on the plans. He wondered why that note was in there. Chris said he believes it is in case there is anything left out there it should be ground up. He said he doesn't believe there is a particular item for that. Dan Sanders asked if ALDOT reviewed the plans. Chris said "Yes they did." Dan stated that the note might be a standard note from ALDOT.</p>			
36	Traffic Control Markings, Class 2, Type A	200	SF
37	Traffic Control Legends, Class 2, Type A	100	SF
38	Class 8, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type IX Background)	12	SF
39	Roadway Sign Post (#3 "U" Channel, Galvanized Steel or 2", 14 GA Square Tubular Steel)	30	EA
40	Construction Signs	828	SF
41	Channelizing Drums	75	EA
42	Cones (36 Inches High)	50	EA
43	Ballast For Cone	50	EA
44	Portable Sequential Arrow and Chevron Sign Unit (Truck Mounted)-shows truck mounted on both the plans and quantities. Tim said they usually don't use truck mounted. Chris said he would check on the truck mounted and address that in an Addendum. He said he doesn't believe that is a mandatory requirement, but he will check.	1	EA

c. When a contractor is new to COH contracts, the standard specifications were discussed with emphasis on time charges, extra work, materials, etc.

d. State of Alabama classification required were stated: (HS) Highways and Streets or (MU) Municipal & Utility.

e. There are forty-five (45) Calendar days to complete project. (asked during pre-bid meeting if there is any concern that contract cannot be completed within contract time specified. Concerns were addressed by Contractors and the number of days was **changed to sixty (60 days)**) Council: 10-9-14; Anticipated NTP: no later than 10-24-14.

f. (included whether construction trailer is required and whether as-builts are required) No construction trailer is required. As-builts in the Specifications-a redline is required. Chris will highlight what is required for the as-built for this project in the Addendum.

g. Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract

due date. (See Section 12). Attachment "F" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 100,000	\$ 200	\$ 400
\$ 100,000	\$ 500,000	\$ 550	\$ 1,100
\$ 500,000	\$ 1,000,000	\$ 900	\$ 1,800
\$ 1,000,000	\$ 2,000,000	\$ 1,350	\$ 2,700
\$ 2,000,000	\$ 1,550	\$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

12. Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control was discussed and clearly understood.

13. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)

There are no trench cuts on this project.

14. Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "C" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final

payment. Noncompliance with this request may cause delay in payment to the Contractor.

15. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Contractor’s E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

- Bidders’ attention is directed to the following item (#53) in the “Supplement to General Requirements for Construction of Public Improvements” document as posted on the COH website for this project:

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "H". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

Penny made a few statements regarding the bids. She said the last two (2) bids that we have received have had errors in them. She reminded Contractors to read all bid documents carefully and read the bids carefully and check them before submitting them. Please be sure to read what is required of the bid submittal.

17. Asked if there are any further questions.

Q: Are there any restrictions on lane closures?

A: 9:00-4:00.

Q: Sheet #3 there is a plan review and it looks like there is a line of pipe that is north of the Right-of-Way and on the paving layout; Sheet #13, it looks like the pavement stops at the Right-of-Way.

A: The Right-of-Way should be the delineator.

Q: Is ALDOT providing an Inspector?

A: No. We have the permit for the work. ALDOT will have someone drive by periodically, but there will not be a day-to-day inspector on the projector.

Q: Will the project be City of Huntsville or ALDOT Specs?

A: ALDOT Specs.

Q: Note 18 on Sheet #3 reads "removing the existing median crossover seed and mulch graded area north of proposed intersection" Tim said he is assuming that will be paid under unclassified and seeding. Tim said it doesn't show it on the drawing, but it does show it on Sheet 7-the traffic control plan.

A: Chris said that was below 431, but that was not existing. He said the crossover that Tim is referring to is outside the construction limits; he will have to bring some clarity to that.

18. All questions will be answered and all clarifications made by addendum. **All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project.** Last day for questions concerning this project before the bid will be **September 18, 2014, until 5:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **September 22, 2014, until 5:00 p.m.** **Bids open: September 25, 2014, at 10:00 a.m.** in the **1st Floor Conference Room**, 320 Fountain Circle, Huntsville, AL.

The pre-bid notes and all addenda shall become a part of the contract documents.